

shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification operate as a waiver of any of the Contract terms.

ARTICLE 13

INTERPRETATION AND ASSIGNMENT

Section 13.01

The article headings in this Contract are for convenience only, and shall not be considered a part of or used in the interpretation of this Contract.

The exhibits referred to herein and attached hereto shall be considered a part of this Contract as if they were set forth in full in the body of this Contract.

This Contract may not be assigned in whole or in part by Seller without the prior written consent of Buyer, provided, however, that such consent may not be unreasonably withheld. Buyer may assign all or a portion of its rights hereunder. Any assignment will not relieve the assignor from any of its obligations created hereunder; and any assignee shall become liable for all the terms and conditions of this Contract as if such party was signatory to the Contract.

All the provisions of this Contract shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES

Section 14.01

Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to and with Buyer as follows:

- (a) Power and Authority. Seller has the power to own, operate and lease its properties and carry on its business as now being conducted and to execute, deliver and perform this Agreement.
- (b) Authorization: Binding Effect. This Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and constitutes the legal, valid and binding obligations of Seller enforceable in accordance with its terms.